



# Agreement #5

Project

**Contractor:** MyHomeBro LLC • schmitzmichael1985@gmail.com • 4846648861

**Contractor Address:** 10750 Impala Springs

**Homeowner:** Michael Schmitz • schmitzmichael2018@gmail.com

**Homeowner Address:** 2222 Wilcrest Dr — Houston TX 79056

**Project Address:** 2222 Wilcrest Dr — Houston TX 79056

**Type:** Remodel — Kitchen

**Schedule:** Oct 1, 2025 → Oct 6, 2025 (est.)

**Status:** draft

## Milestones

#	Milestone	Due	Amount	Status
1	Install wall tile	Oct 2, 2025	\$25.00	Pending
2	Install Floor Tile	Oct 6, 2025	\$25.00	Pending
		<b>Total</b>	<b>\$50.00</b>	

## Warranty

Default workmanship warranty applies. Contractor warrants that all work will be performed in a good and workmanlike manner and in accordance with applicable codes. Defects arising from normal wear, misuse, negligence, alteration, or acts of God are excluded.



## Legal Notices & Conditions

### Terms Incorporated

The MyHomeBro Terms of Service, Privacy Policy, and any Escrow Program Terms are incorporated into this Agreement by reference. By signing, the parties acknowledge review and acceptance of those terms and agree they govern platform use, payments, disputes, and data handling.

### Electronic Signatures & Records

The parties consent to do business electronically and agree that electronic signatures and records have the same force and effect as wet ink signatures, that they can download or print records, and that they may withdraw consent by written notice prior to signing.

### Independent Contractor

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of MyHomeBro or Homeowner. Contractor retains exclusive control over means, methods, personnel, and safety.

### Changes

Any changes to scope, materials, or schedule must be documented in a signed Change Order stating the impact on price and time. No verbal change is binding.

### Permits & Compliance

Unless otherwise stated in writing, Contractor is responsible for performing work in accordance with applicable codes and for obtaining required permits. Homeowner will provide reasonable site access, utilities, and a safe work environment during normal working hours. It is the Homeowner's responsibility to verify with the Contractor — in writing — who is responsible for securing specific permits and inspections for this project.

### Concealed/Unforeseen Conditions

If concealed, hazardous, or unexpected site conditions are discovered, Contractor will notify Homeowner. Price and schedule will be equitably adjusted via Change Order.

### Title & Risk

Title to materials passes to Homeowner upon payment for the applicable milestone. Contractor bears risk of loss for Contractor-owned materials until installation or payment, whichever is later.



## Payment & Escrow

Payments are funded to escrow and released per approved milestones. After a milestone is submitted for approval, Homeowner will have seventy-two (72) hours to approve or dispute through the platform. If no response is received within 72 hours, funds for that milestone may be automatically released. Chargebacks or clawbacks outside the platform's dispute process are not permitted.

## Dispute Resolution

Any dispute the parties cannot resolve through the platform will first be submitted to good-faith mediation. If unresolved within thirty (30) days of a written mediation request, the dispute shall be resolved by binding, individual arbitration administered by a recognized arbitration provider. The arbitration provider may conduct conferences and hearings by video or teleconference unless in-person proceedings are required by law. Unless prohibited by law, the governing law and any required venue will be the state and county of the party initiating the arbitration. The arbitrator may award any relief available at law or equity on an individual basis. Class, collective, or representative claims are not permitted.

## Limitation of Liability

Neither party is liable for indirect, incidental, special, or consequential damages. Except for bodily injury or property damage caused by negligence, Contractor's aggregate liability for claims arising from the work will not exceed the amounts paid for the specific portion of work giving rise to the claim.

## Insurance

Contractor represents it maintains commercially reasonable insurance (e.g., general liability) appropriate for the work. MyHomeBro does not provide or verify insurance certificates. Homeowner must request proof of insurance directly from Contractor.

## Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including but not limited to extreme weather, labor actions, supply chain disruption, epidemics, or acts of government. Time for performance will be extended for the duration of the impact.

## Warranty Exclusions & Claims

Warranty excludes normal wear, abuse, improper maintenance, third-party modifications, and acts of God. Warranty claims must be submitted through the platform within the stated warranty period. Contractor will have a reasonable opportunity to inspect and cure.

## Photo Authorization (Optional)



Homeowner grants Contractor permission to photograph completed work for portfolio or marketing, excluding any personally identifiable information. This authorization is optional and may be revoked by written notice prior to publication.

## **Confidentiality**

Each party will keep the other's non-public information confidential and use it only to perform this Agreement, except where disclosure is required by law.

## **Entire Agreement**

This document, its signed Change Orders, and the incorporated platform terms constitute the entire agreement. If there is a conflict, a signed Change Order controls for its subject matter; otherwise this Agreement controls, then the platform terms.

## **Notices**

Legal notices shall be sent via the platform message center and to the email addresses on file for each party and are deemed received when sent.

## **Right to Cancel (If Applicable by Law)**

If a residential 'cooling-off' or 'three-day cancellation' right applies under the governing state's law, the Homeowner may cancel within the applicable period by written notice through the platform message center. Any refund or recovery will follow applicable law and this Agreement's payment provisions. Because these laws vary by state and project type, the parties are responsible for verifying whether such a right applies to this project in their state.

## Signatures

**Contractor:** Michael Schmitz

**Signed:** —

**Homeowner:** —

**Signed:** —